

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

VISIBLE SYSTEMS CORPORATION,

Plaintiff

v.

Civil Action No. 04-CV-11610-RGS

UNISYS CORPORATION,

Defendant

INJUNCTION

1. This trademark infringement case was heard by the court, sitting with a jury, between July 23 and July 31, 2007.
2. The jury made the following findings of fact, among others:
 - 2.1 That plaintiff Visible Systems has a right to a trademark in the word VISIBLE;
 - 2.2 That the Unisys 3D VISIBLE ENTERPRISE mark is substantially similar to Visible Systems' VISIBLE mark;
 - 2.3 That there is a likelihood that Visible Systems' potential customers have been or will be confused into mistakenly believing that Unisys is the source or sponsor of Visible Systems' products and/or services;

Accordingly, it is hereby ordered, adjudged and decreed that:

3. In accordance with the schedule set forth below, the defendant is hereby permanently enjoined from using the trademark or service mark 3D VISIBLE ENTERPRISE in the sale, offering for sale, distribution or advertising in the United States of goods or services in the enterprise modeling or enterprise architecture fields.
4. The defendant shall, by no later than May 12, 2008, cease and desist from any and all use of the trademark or service mark 3D VISIBLE ENTERPRISE in the sale, offering for sale, distribution or advertising in the United States of goods or services in the enterprise modeling or enterprise architecture fields.
5. Unisys shall, within the period set forth in the preceding paragraph, remove all uses of the 3D VISIBLE ENTERPRISE mark from the internet website

www.unisys.com, and shall remove and destroy all other advertising or promotional materials that are within the United States and within the control of Unisys and that incorporate the mark 3D VISIBLE ENTERPRISE.

6. Nothing in the foregoing injunction shall:
 - 6.1 Preclude Unisys from retaining or using internally for any corporate purpose, including without limitation any recordkeeping, training, or internal communication purpose, the mark 3D VISIBLE ENTERPRISE or any documents or materials containing any such mark;
 - 6.2 Preclude Unisys from using the word “visible” in its ordinary descriptive sense;
 - 6.3 Require Unisys to delete or alter any past public statement containing the mark 3D VISIBLE ENTERPRISE, wherever maintained;
 - 6.4 Require Unisys to seek to remove any uses of the mark 3D VISIBLE ENTERPRISE from any past work product;
 - 6.5 Require Unisys to seek to remove any uses of the mark 3D VISIBLE ENTERPRISE from any third-party website or other source not controlled by Unisys.
7. The defendant shall, by no later than June 12, 2008, file with the Clerk of the Court, and serve on the plaintiff, a status report, setting forth in detail the manner and form in which the defendant has complied with the foregoing injunction.
8. If, at any time after May 12, 2008, the plaintiff identifies any instance of use by Unisys of the term VISIBLE in the United States in a manner plaintiff believes is in violation of the foregoing injunction, then:
 - 8.1 Plaintiff shall promptly provide defendant with reasonable written notice identifying the use and the basis for plaintiff’s contention that it violates the injunction;
 - 8.2 In the event Unisys removes or otherwise ceases the identified use within 14 days after receipt of such notice, and in the absence of any evidence that Unisys intentionally failed to remove or cease the use during the period set forth in paragraph 4 above, then the identified use shall not be considered in violation of the injunction; and
 - 8.3 In the event of any dispute between the parties as to whether an identified use is proscribed by the injunction, the parties shall negotiate in good faith to attempt to resolve any such dispute before seeking relief from the court.

Dated: _____, 2007

Stearns, U.S.D.J.

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